

Attachment 2 –Eligible Applicant Documentation

ATTACHMENT 2 – ELIGIBLE APPLICANT DOCUMENTATION

Eligible applicants are local agencies. The applicant must provide a written statement (and additional information if noted) containing the appropriate information outlined below:

- *Is the applicant a local public agency as defined in CWC 10701(a)? Please explain.*
- *What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?*
- *Does the applicant have legal authority to enter into a grant agreement with the State of California?*
- *Describe any legal agreements among partner agencies and/or organizations that ensure performance of the project and tracking of funds.*

Is the applicant a local public agency as defined in CWC 10701(a)? Explain

The City of Palmdale (City) is a city within California that performs local governmental duties within its defined boundaries. The City was incorporated on August 24, 1984, and is considered a local public agency as defined in CWC 10701 (a).

What is the statutory or other legal authority under which the applicant was formed and is authorized to operate?

The City's charter provides the legal authority under which the City was formed and is authorized to operate. The City's charter is included in this attachment.

Does the Applicant have legal authority to enter into a grant agreement with the State of California?

The City is a local public agency eligible for state funding as it is a city of the state of California and has legal authority to enter into a grant agreement with the state of California.

Describe any legal agreements among partner agencies and/or organizations that ensure performance of the project and tracking of funds.

The City currently has an existing legal agreement with the United States Geological Survey (USGS) to ensure that the implementation and performance of this project meets the goals and objectives of the proposed project. The City will also be engaged in the project management of the project to ensure all milestones and deliverables are met, both on a timely schedule and within the proposed budget. The City has included a copy of the legal agreement with USGS in this attachment.



CITY OF PALMDALE

Charter of the City of Palmdale, California 2009

PREAMBLE

WE THE PEOPLE of the City of Palmdale declare our intent to restore to our community the historic principles of self-governance inherent in the doctrine of home-rule. Sincerely committed to the belief that local government has the closest affinity to the people governed, and firm in the conviction that the economic and fiscal independence of our local government will better serve and promote the health, safety and welfare of all the citizens of this City, we do hereby exercise the express right granted by the Constitution of the State of California to enact and adopt this Charter for the City of Palmdale.

PASSED, APPROVED and ADOPTED by the voters at the general municipal election of November 3, 2009.



James C. Ledford, Jr., Mayor



Steven D. Hofbauer, Mayor Pro Tem



Mike Dispenza, Councilmember



Laura Bettencourt, Councilmember



Tom Lackey, Councilmember





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ARTICLE 1. MUNICIPAL AFFAIRS

Section 100. Powers of City.

The City shall have full power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions relating to municipal affairs, without limitation, which may be lawfully adopted, made, exercised, taken or enforced under the Constitution of the State of California.

Section 101. Municipal Affairs; Generally.

Without limiting in any manner the foregoing power and authority, each of the matters set forth in this Charter are declared to be municipal affairs, consistent with the laws of the State of California. The implementation of each matter uniquely benefits the citizens of the City of Palmdale and addresses peculiarly local concerns within the City of Palmdale. The municipal affairs set forth in this Charter are not intended to be an exclusive list of municipal affairs over which the City Council may govern.

Section 102. General Law Powers

In addition to the power and authority granted by the terms of this Charter and the Constitution of the State of California, the City shall have the power and authority to adopt, make, exercise and enforce all legislation, laws and regulations and to take all actions and to exercise any and all rights, powers, and privileges heretofore or hereafter established, granted or prescribed by any law of the State of California or by any other lawful authority. In the event of any conflict between the provisions of this Charter and the provisions of the general laws of the State of California, the provisions of this Charter shall control.



CITY OF PALMDALE

Section 103. Incorporation and Succession.

The City shall continue to be a municipal corporation known as the City of Palmdale. The boundaries of the City of Palmdale shall continue as now established until changed in the manner authorized by law. The City shall remain vested with and shall continue to own, have, possess, control and enjoy all property rights and rights of action of every nature and description owned, had, possessed, controlled or enjoyed by it at the time this Charter takes effect, and is hereby declared to be the successor of same. It shall be subject to all debts, obligations and liabilities, which exist against the City at the time this Charter takes effect. All lawful ordinances, resolutions, rules and regulations, or portions thereof, in force at the time this Charter takes effect and not in conflict with or inconsistent herewith, are hereby continued in force until the same have been duly repealed, amended, changed or superseded by proper authority.

ARTICLE 2. FORM OF GOVERNMENT

Section 200. Council-Manager Form of Government.

The municipal government established by this Charter shall be the "Council-Manager" form of government, under which the City Council sets policy and the City Manager will carry out that policy.

ARTICLE 3. FISCAL MATTERS

Section 300. Public Works Contracts.

Except as provided by City ordinance or by agreement approved by the City Council, the City of Palmdale, as a Charter City, is exempt from the provisions of the California Public Contracts Code and from the provisions of any other California statute regulating public contracting and purchasing. The City shall have the power to establish standards, procedures, rules or regulations to regulate all aspects of the bidding, award, contract provisions and requirements and performance of any public works contract, including, but not limited to, the compensation rates to be paid for the performance of such work. The City shall have the power to accept gifts and donations, including donations of material and labor, in the construction of any public works project. The City shall have the power to perform any work of improvement by use of its own forces and is not required to contract for the construction of works of public improvement. The City may also contract with other public agencies for the construction of works of public improvement.



CITY OF PALMDALE

Section 301. Prevailing Wages.

The provisions of California Labor Code Section 1770 et. Seq. regarding the payment of prevailing wages on public works and related regulations as now existing and as may be amended, are accepted, reaffirmed and made applicable to the City.

Section 302. Purchasing.

The City shall have the power to establish standards, procedures, rules or regulations related to the purchasing of goods, property, or services.

Section 303. Public Financing.

The City shall have the power to establish standards, procedures, rules or regulations related to any public financing.

Section 304. Utilities and Utility Franchises.

The City shall have the power to own, acquire, develop, and/or operate any utility, and to adopt any ordinance providing for the granting of a franchise to any utility not owned by the City that proposes to use or is using City streets, highways or other rights-of-way.

Section 305. Enterprises.

The City shall have the power to lawfully engage in any enterprise deemed necessary to provide revenues for the general fund or any other fund established by the City Council.

ARTICLE 4. REVENUE RETENTION

Section 400. Reductions Prohibited.

All revenues due to, and raised by the City, shall remain within the City of Palmdale for appropriation solely by the City Council. No such revenue shall be subject to subtraction, retention, attachment, withdrawal or any other form of involuntary reduction by any other level of government.

Section 401. Mandates Limited.

No person, whether elected or appointed, acting on behalf of the City, shall be required to implement or give effect to any function which is mandated by any other level of government, unless and until funds sufficient for the performance of such function are provided by such mandating authority.



CITY OF PALMDALE

ARTICLE 5. LAND USE REGULATION

Section 500. Local Control of Land Use.

The citizens of Palmdale recognize and declare that managing land use and development within the City of Palmdale and ensuring that necessary public facilities are provided to the citizens of the City of Palmdale are quintessential elements of local control and therefore are municipal affairs. The adoption of this Charter recognizes and reaffirms the principles of local land use management and control and affirms the principle that City of Palmdale local land use regulations may be superior to and take precedence over any conflicting general laws of the State of California. The intent of this Charter is to allow the City Council and the voters to exercise the maximum degree of control over land use matters within the City of Palmdale.

ARTICLE 6. ELECTIONS

Section 600. Elections.

The City shall have the power to adopt ordinances establishing procedures, rules or regulations concerning City of Palmdale elections and public officials, including but not limited to, the qualifications and compensation of elected officials, the method, time and requirements to hold elections, to fill vacant offices and for voting by mail. Unless in conflict with ordinances adopted by the City, state law regarding elections shall apply.

ARTICLE 7. FINES AND PENALTIES FOR VIOLATIONS OF CITY ORDINANCES

Section 700. Fines and Penalties.

The City shall have the power to adopt ordinances establishing penalties, fines and forfeitures for violations of the provisions of the Palmdale Municipal Code.

ARTICLE 8. AMENDMENT

Section 800. Amendment to Charter, Revision or Repeal.

This Charter and any of its provisions may be amended by a majority vote of the electors voting on the question. Amendment, revision or repeal may be proposed by initiative or by the governing body, provided, however, that any such amendment or repeal proposed by the governing body, must be voted on at an election held in November, unless the proposed measure is approved by at least four members of the City Council at a regularly scheduled meeting, in which case, the measure may be voted on at a special or any other municipal election.



CITY OF PALMDALE

ARTICLE 9. INTERPRETATION

Section 900. Construction and Interpretation.

The language contained in this Charter is intended to be permissive rather than exclusive or limiting and shall be liberally and broadly construed in favor of the exercise by the City of its power to govern with respect to any matter that is a municipal affair.

Section 901. Severability.

If any provision of this Charter should be held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, the remaining provisions shall remain enforceable to the fullest extent permitted by law.

PASSED, APPROVED and ADOPTED by the voters at the general municipal election of November 3, 2009.



James C. Ledford, Jr., Mayor



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United States Department of the Interior

U.S. GEOLOGICAL SURVEY
California Water Science Center
6000 J Street, Placer Hall
California State University
Sacramento, California 95819-6129
Phone: (916) 278-3000 Fax: (916) 278-3070
<http://water.wr.usgs.gov>

January 19, 2012

Mr. Gordon Phair, Senior Civil Engineer
City of Palmdale
Public Works
38250 Sierra Highway
Palmdale, California 93550

Dear Mr. Phair:

This letter confirms discussions between our respective staffs concerning continuation of the cooperative water-resources program between the City of Palmdale and the U.S. Geological Survey (USGS) for the period October 1, 2011 to October 31, 2012.

In October 2008, the USGS entered into a cooperative agreement with Palmdale to access the feasibility and potential benefits of the proposed Amargosa Creek Recharge Project (ACRP), Palmdale, California. The study was designed to be completed in a phased approach, to allow for modifications of the study as data were collected and analyzed. To date, three phases of the study have been completed. Phase 1, involved collecting gravity data and development of an alluvial-thickness model to help determine changes in the basement geometry and to identify possible features, such as faults, that might influence groundwater flow. Phase 2, involved constructing two monitoring sites (Sites 1 and 2), and collecting geophysical data in the area of the ACRP to help characterize the aquifer conditions and water quality. Phase 3, involved the drilling and construction of a monitoring well (Site 3) in the vicinity of the proposed recharge project to improve the understanding of aquifer conditions in the area of the project. In addition, the USGS has prepared a Scientific Investigative Report (SIR), "Feasibility and Potential Benefits of the Proposed Amargosa Creek Recharge Project, Palmdale, California", (Christensen and others, in review), which presents the results and summarizes the data collected as part of phases 1-3. The SIR includes: (1) results of the geophysical surveys including; gravity surveys and the alluvial thickness model, seismic refraction-reflection survey and seismic inversions, resistivity surveys and the resistivity inversions, (2) results of the monitoring well construction including; well construction, selected geophysical logs, and selected water chemistry data, (3) Simulated artificial recharge scenarios based on the alluvial-thickness model, boundary conditions, and estimated aquifer properties from data collected as part of phases 1, 2, and 3 of this study.

Mr. Gordon Phair, Senior Civil Engineer, City of Palmdale

Phase 4, the current phase of the study, will involve the collection of background data at Sites 1, 2, and 3 prior to the proposed pilot recharge test. Data collection will include; (1) installation and quarterly data downloads of pressure transducers used to collect water-level data at Sites 1 and 3, (2) installation and quarterly data downloads of temperature sensors used to help track the movement of water through the unsaturated zone at Sites 1 and 3, and (3) water-quality sampling at Sites 1, 2, and 3 to document existing water-quality conditions prior to the pilot recharge test.

In addition, the USGS recommends that the City of Palmdale complete an additional monitoring well located along Amargosa Creek east of Site 3 and west of the fault located west of Site 2 (fig. 1). The new monitoring well (Site 4) should be completed, developed, instrumented with water-level sensing equipment, and sampled prior to the pilot recharge test. The monitoring well will provide information on the (1) lithology of the basin fill deposits, (2) aquifer properties, (3) water levels (4) groundwater gradient, and (5) how inferred faults may or may not affect groundwater flow.

The total cost of the proposed Phase 4 of cooperative water-resources program for Federal Fiscal Year (FFY) 2012 is \$49,000. Of this total, the City of Palmdale will contribute \$24,500 and, subject to the availability of Federal Matching Funds (FMF), the USGS will contribute \$24,500. Note, that the cost of constructing the additional monitoring site is not included in phase 4 of the cooperative water-resources program for Federal Fiscal Year (FFY) 2012.

Enclosed are two copies of Joint Funding Agreement (JFA) 11W4CAD00610 Amendment 1 for your approval. Work performed with funds from this agreement will be conducted on a fixed-price basis. If you are in agreement with this proposed program, please return one copy of the JFA with original signatures to our office for further processing. The first copy of the JFA is for your files. The USGS is required to have an agreement in place prior to any work being performed on a project.

If you have any questions concerning the program described above, please contact Tracy Nishikawa, in our San Diego Office at (619) 225-6127. If you have any administrative questions, please contact Irene Rios, in our San Diego Office, at (619) 225-6156.

Sincerely,



Eric Reichard
Director,
USGS California Water Science Center

Enclosures

cc: Tracy Nishikawa, USGS CAWSC



EXPLANATION

- | | | | |
|--|----------------------------|--|--------------------------------|
| | Proposed recharge facility | | Faults— |
| | Amargosa Creek | | San Andreas Fault Zone |
| | | | Bloyd (1967) |
| | | | Inferred from geophysical data |
| | | | Akquist-Prilo Special Studies |

Figure 1. Map showing projected location of faults determined by geophysical surveys and approximation location for Site 4.

ORIGINALForm 9-1366
(Oct. 2005)**U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement**

Customer #: 6000000843
 Agreement #: 12WSCA6000843
 Project #:
 TIN #: 95-2226242
 Fixed Cost Agreement ☒ Yes ☐ No

Page 1 of 2

**FOR
WATER RESOURCES INVESTIGATIONS**

THIS AGREEMENT is entered into as of the 19th day of January, 2012, by the U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the CITY OF PALMDALE, party of the second part.

1. The parties hereto agree that subject to availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation water resources investigations in the City of Palmdale area for the proposal Amargosa Creek Recharge Project in the Antelope Valley, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50; and 43 USC 50b.
2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) includes In-Kind Services in the amount of \$0.

(a) \$24,500.00 by the party of the first part during the period
October 1, 2011 to October 31, 2012

(b) \$24,500.00 by the party of the second part during the period
October 1, 2011 to October 31, 2012

USGS DUNS is 1761-38857. Total agreement amount is \$49,000.00. The total USGS (2a) contribution for this agreement is \$24,500.00. The total City of Palmdale (2b) contribution for this agreement is \$24,500.00

- (c) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (d) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.
3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.
4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.
5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.
6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.
7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

Agreement No.: A- 3847




Page 2 of 2

Form 9-1366
continuedU.S. Department of the Interior
U.S. Geological Survey
Joint Funding AgreementCustomer #: 6000000843
Agreement #: 12WSCA6000843
Project #:
TIN #: 95-2226242

8. The maps, records, or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records, or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program and, if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at costs, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records, or reports published by either party shall contain a statement of the cooperative relations between the parties.
9. USGS will issue billings utilizing Department of the Interior Bill for Collection (form DI-1040). Billing documents are to be rendered quarterly. Payments of bills are due within 60 days after the billing date. If not paid by the due date, interest will be charged at the current Treasury rate for each 30 day period, or portion thereof, that the payment is delayed beyond the due date. (31 USC 3717; Comptroller General File B-212222, August 23, 1983).

U.S. Geological Survey
United States
Department of the Interior

CITY OF PALMDALE

USGS Point of ContactName: Irene A. Rios, Budget Analyst
Address: 6000 J. Street, Placer Hall
Sacramento, California 95819-6129
Telephone: 619-225-6156
Email: iaros@usgs.govCustomer Point of ContactName: Gordon Phair, Senior Civil Engineer
Address: City of Palmdale
38250 Sierra Highway
Palmdale, California 93550
Telephone: 661-267-5300
Email:SignaturesBy  Date 2/16/12
Name: Eric G. Reichard
Title: Director, USGS California Water
Science CenterSignaturesBy  Date 3-7-12 
Name: Stephen H. Williams
Title: City Manager By _____ Date _____
Name:
Title:Approved as to form:
By  ACA Date 7/6/12
Name: Wm. Matthew Ditzhazy
Title: City AttorneyBy _____ Date _____
Name:
Title:Attest: 
By _____ Date 3/1/12
Name: Rebecca Smith
Title: City Clerk